

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

FERRARI FINANCIAL SERVICES, INC.,

Case No. 2:21-cv-00198

Plaintiff,

v.

**COMPLAINT FOR REPLEVIN**

ZCRETE SYSTEMS INTERNATIONAL,  
INC., a Washington corporation; BRIAN  
WAYNE BROGIE, an individual,

Defendant.

Ferrari Financial Services, Inc. (“FFS”), by and through its attorneys, Daniel S. Wittenberg and Tanya N. Lewis of Snell & Wilmer L.L.P., pleads as follows for its Verified Complaint for Replevin against the Defendants:

**PARTIES, JURISDICTION & VENUE**

A. Parties.

1. FFS is a Delaware corporation with its principal place of business in Englewood Cliffs, New Jersey.

2. Upon information and belief, ZCrete Systems International (“ZCrete”) is a for-profit corporation organized under the laws of the State of Washington, with its principal place of business in Bellevue, Washington.

3. Upon information and belief, Brian Brogie (“Brogie”) is an individual who resides in Coupeville, Island County, Washington.

B. Jurisdiction and Venue.

4. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(a)(1) because there is complete diversity of citizenship between the parties to this action and the amount in controversy exceeds the sum of \$75,000.00 exclusive of interest and costs.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1).

**GENERAL ALLEGATIONS**

6. FFS realleges and incorporates by reference all of the foregoing paragraphs of this Complaint.

7. On or about September 28, 2017, Brogie, Zcrete, and Ferrari & Maserati of Seattle, a non-party, entered into that certain Motor Vehicle Lease Agreement (Open-End) (“Lease”) relating to the lease of a 2017 Ferrari F12 Berlinetta, VIN # ZFF74UFAXH0225257 (the “Vehicle”). A true and correct copy of the Lease is attached hereto as **Exhibit A** and is incorporated herein by this reference.

8. Upon execution, Ferrari & Maserati of Seattle assigned the Contract to FFS. *See* Lease, p. 2.

9. Pursuant to the Lease, and beginning on September 28, 2017, Defendants agreed to make monthly installment payments to FFS in the amount of \$6,713.08 for thirty-six (36) months. *See id.*, at § 4.

10. Under the terms of the Lease, Defendants were in default of the Lease if they failed to make payments when due or breached any other Lease term or condition. *See id.*, at § 32.

11. Upon default, Defendants also agreed to pay FFS’s repossession and storage expenses, reasonable attorney fees and court costs, and default interest at the rate of 18% per year or such lesser amount as required by law. *See id.*, at § 32.

1           12.     The Lease terminated in September 2020. Defendants did not surrender the vehicle  
2 or make arrangements to renew or extend the Lease prior to its expiration, or at any time thereafter.

3           13.     On October 27, 2020, FFS sent Defendants a Notice of Default, Right to Cure, and  
4 Intent to Repossess (“RTC”). A true and correct copy of the RTC is attached hereto as **Exhibit B**  
5 and is incorporated herein by this reference. The RTC indicated that Defendants had failed to  
6 comply with the terms of the Lease. *See* Exhibit B.

7           14.     On January 20, 2021, counsel for FFS sent an updated demand letter to Defendants.  
8 This letter indicated that the Lease was in arrears and that Defendants should tender payment in  
9 the amount of \$207,865.19 no later than January 28, 2021. A true and correct copy of the January  
10 20, 2021 correspondence is attached hereto as **Exhibit C** and is incorporated herein by this  
11 reference.

12           15.     On February 1, 2021, counsel for FFS sent a renewed and updated demand letter to  
13 Defendants. This letter indicated that the Lease was in arrears and that Defendants should tender  
14 payment in the amount of \$209,513.24 no later than February 5, 2021. A true and correct copy of  
15 the February 1, 2021 correspondence is attached hereto as **Exhibit D** and is incorporated herein  
16 by this reference.

17           16.     As of the filing of this Complaint, Defendants have failed to tender the payoff  
18 amount.

19           17.     FFS has performed all the conditions, covenants, and promises required of it under  
20 the terms of the Lease.

21           18.     Defendants remain in default of their obligations under the Lease. As of February  
22 1, 2021, the total payoff amount for the Lease was \$209,513.24. Interest and fees continue to  
23 accrue.

24           19.     Upon information and belief, the Vehicle is located at Brogie’s residence in  
25 Coupeville, WA.

26           20.     Defendants remain in default of their obligations under the Contract.

**FIRST CLAIM FOR RELIEF**

**(Replevin)**

21. FFS realleges and incorporates by reference all of the foregoing paragraphs of this Complaint.

22. Due to Defendants' defaults on the Lease, FFS is entitled to possession of the Vehicle, the proceeds therefrom and the products thereof, which rights are superior to the rights of any and all other parties.

23. Defendants acquired the Vehicle with financing from FFS.

24. FFS is entitled to an order of this Court ordering Defendants to deliver the Vehicle and the proceeds therefrom to FFS, so that FFS can exercise its rights under the Lease and as a secured creditor under the Uniform Commercial Code, as adopted in RCW 62A.2A.

25. Due to Defendants' default under the Contract, the Vehicle is being detained against FFS's claim and right to possession.

26. Upon information and belief, the Vehicle has not been taken by any party for a tax assessment or fine pursuant to a statute, or seized under an execution against property of FFS.

27. Ferrari Financial is entitled to an Order of Replevin pursuant to RCW 12.04.204.

**SECOND CLAIM FOR RELIEF**

**(Breach of Contract)**

28. FFS realleges and incorporates by reference all of the foregoing paragraphs of this Complaint.

29. The Lease constitutes a valid and binding contractual relationship between FFS and Defendants.

30. FFS has fully performed its obligations under the terms and conditions of the Lease.

31. The Contract is in default because the Lease period has expired, and Defendants have failed to surrender the Vehicle and pay all amounts due and owing under the Lease.

1           32.     FFS has made demand on Defendants for the amounts due and owing under the  
2 Lease, which Defendants have failed to pay.

3           33.     Due to Defendants' breach of the Lease, FFS is entitled to judgment against  
4 Defendants for the amounts due and owing under the Lease, plus default interest, plus FFS's  
5 attorneys' fees and costs incurred in enforcing its rights under the Lease.

6           WHEREFORE, FFS prays for judgment as follows:

7           A.     For an order directed to Defendants to show cause why the Vehicle and the proceeds  
8 therefrom should not be taken from Defendants, and the Defendants should not have to deliver the  
9 Vehicle to FFS, and for a final Order For Possession in favor of FFS.

10          B.     For an immediate temporary order to preserve the Vehicle directed to the Defendants.

11          C.     For judgment against Defendants for all amounts due and owing under the Lease,  
12 including all interest, fees, and FFS's reasonable attorneys' fees and costs.

13          D.     For such other and further relief as the Court may deem just and proper.

14  
15 Dated: February 17, 2021.

SNELL & WILMER L.L.P.

16  
17 By: /s/ Tanya N. Lewis

18 Daniel S. Wittenberg, WSBA #36518  
Tanya N. Lewis, WSBA #31032

19 *Attorneys for Plaintiff Ferrari Financial*  
20 *Services, Inc.*

**VERIFICATION**

STATE OF NEW JERSEY )  
County of Bergen ) ss.

Patrick Granger, being first duly sworn upon oath, deposes and says:


That he is Director of Operations for Ferrari Financial Services, Inc., Plaintiff herein, and that he makes this Verification on behalf of said Plaintiff, being authorized so to do; that he has read the foregoing Replevin Complaint and knows the contents thereof; that the allegations of the Replevin Complaint and the account stated therein are, within the knowledge of Affiant, just and true; that the account is due, and that all just and lawful setoffs, payments, and credits have been allowed.

Dated this 16 day of February, 2021.

FERRARI FINANCIAL SERVICES, INC.

  
Patrick Granger  
Director of Operations

SUBSCRIBED AND SWORN to before me this 17th day of February, 2021, by Patrick Granger, for Plaintiff.

  
Notary Public

My Commission Expires:

DANITA DONALDSON  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50047074  
4830-1188-7577.1 My Commission Expires 10/5/2021



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